

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

MEETING DATE: 4/19/06

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

STAFF CONTACT PERSON: Peter Horton

AGENDA ITEM WORDING: Approval of landscape maintenance extension agreement with Gardens of Eden, for Landscape Maintenance Services at the Key West International Airport.

ITEM BACKGROUND: The current agreement expires March 17, 2006. The contract has a provision for a one year option to renew, which the parties wish to exercise.

PREVIOUS RELEVANT BOCC ACTION: Approval of current agreement, 7/20/05.

CONTRACT/AGREEMENT CHANGES: Extends expiration date to 3/16/07, and adjusts compensation for the contractor, not to exceed \$118,474.72 per year. Adds item 35, pertaining to Airport Security.

STAFF RECOMMENDATION: Approval

TOTAL COST: \$118,474.72 per year

BUDGETED: Yes

COST TO AIRPORT: \$118,474.72

SOURCE OF FUNDS: Operating Budget

COST TO PFC: None

COST TO COUNTY: None

REVENUE PRODUCING: No

AMOUNT PER MONTH /YEAR:

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

AIRPORT DIRECTOR APPROVAL



Peter J. Horton

DOCUMENTATION: Included X

Not Required

AGENDA ITEM #

DISPOSITION:

/bev
APB

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Gardens of Eden

Effective Date: 3/17/06

Expiration Date: 3/16/07

Contract Purpose/Description: Landscape Maintenance Extension Agreement

Contract Manager: Bevette Moore
(name)

5195
(Ext.)

Airports - Stop # 5
(Department/ Stop)

for BOCC meeting on: 4/19/06

Agenda Deadline: 4/4/06

CONTRACT COSTS

Total Dollar Value of Contract: \$118,474.72

Current Year Portion: ~ \$79,000.00

Budgeted? Yes

Account Codes: 404-63001-530-340

Grant: No

County Match: None

ADDITIONAL COSTS

Estimated Ongoing Costs: n/a
(not included in dollar value above)

For:
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>3/22/06</u>	() <input checked="" type="checkbox"/>	<u>PH</u> Peter Horton	<u>3/22/06</u>
Risk Management	<u>3/15/06</u>	() <input checked="" type="checkbox"/>	<u>M. Slamb</u> for Risk Management	<u>3/15/06</u>
O.M.B./Purchasing	<u>3/20/06</u>	() <input checked="" type="checkbox"/>	<u>[Signature]</u> for OMB	<u>3/20/06</u>
County Attorney	<u> / / </u>	() ()	<u>Pedro Mercado</u> County Attorney	<u>3/06</u>

Comments: _____

LANDSCAPE MAINTENANCE EXTENSION AGREEMENT

THIS LANDSCAPE MAINTENANCE EXTENSION agreement is entered into by and between Monroe County, a political subdivision of the State of Florida, hereafter "Owner" or "County", and GARDENS OF EDEN, hereafter "Contractor".

WHEREAS, on the 17th day of March, 2004, the parties entered into a Landscape Maintenance Agreement at Key West International Airport, hereafter original agreement, copy of which is attached to this extension agreement and made a part of it; and

WHEREAS, the original agreement term ended on March 16, 2005 and the parties entered into an extension agreement for an additional year, a copy of which is attached; and

WHEREAS, the term of the extension agreement began on March 17, 2005 and expires on March 16, 2006 but the parties desire to extend the original agreement an additional 1 year; and

WHEREAS, the maintenance agreement has been mutually beneficial to both parties; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. Paragraph 4 of the original agreement is amended to read:
 4. Term. This Agreement is for a term of One (1) year, commencing on March 17, 2006 and expiring on March 16, 2007 with an option to renew for One (1) additional year exercisable at the discretion of the County..
2. Paragraph 2b of the original agreement is amended to read:
 - 2b. The total compensation to be paid the Contractor during the term of this extension agreement shall not exceed \$118,474.72 during the term of this extension.
- 3 The following paragraph is appended to the Landscape Maintenance Extension Agreement and incorporated into the original agreement as paragraph 35.
 35. **Airport Security.**
 - a. **General.** The federal Transportation Security Administration is the federal agency primarily responsible for overseeing the security measures utilized by the airport owner pursuant to the relevant provisions of Chapter 49, United States Code, and regulations adopted under the authority of the Code, including but not limited to 49 CFR 1540, et seq. Violations of the statutes or regulations may result in severe civil monetary penalties being assessed against the airport operator. It is the intent of the airport operator that the burdens and consequences of any security violations imposed upon the airport operator as a result of actions by an airport tenant or the airport

tenant's employees, agents, invitees, or licensees shall be borne by the airport tenant.

b. Airport Tenant Defined. An airport tenant means any person, entity, organization, partnership, corporation, or other legal association that has an agreement with the airport operator to conduct business on airport property. The term also includes an airport tenant as defined in 49 CFR 1540.5. Each signatory to this Agreement, other than the airport operator, is an airport tenant.

c. Airport Operator Defined. As used in this Agreement, airport operator means Monroe County, Florida, its elected and appointed officers, and its employees.

d. Airport Property Defined. Airport property shall mean the property owned or leased by, or being lawfully used by, the airport operator for civil aviation and airport-related purposes. For purposes of this Agreement, airport property is the property generally referred to as the Key West Airport, the Marathon Airport, or both as may be set forth in this Agreement.

e. Inspection Authority. The airport tenant agrees to allow Transportation Security Administration (TSA) authorized personnel, at any time or any place, to make inspections or tests, including copying records, to determine compliance of the airport operator or airport tenant with the applicable security requirements of Chapter 49, United States Code, and 49 CFR 1540, et seq.

f. Airport Security Program. The airport tenant agrees to become familiar, to the extent permitted by the airport operator, with the Airport Security Program promulgated by the airport operator and approved by TSA, and also agrees to conform its' operations and business activities to the requirements of the Airport Security Program.

g. Tenant Security Program. If permitted under TSA regulations, the airport tenant may voluntarily undertake to maintain an Airport Tenant Security Program as referred to in 49 CFR 1542.113. If the airport tenant voluntarily promulgates an Airport Tenant Security Program that is approved by TSA, such program, as may be amended and approved from time to time, shall be automatically incorporated into this Agreement.

h. Breach of Agreement. Should TSA determine that the airport tenant or one or more of the airport tenant's employees, agents, invitees, or licensees has committed an act or omitted to act as required, and such act or omission is a violation which results in TSA imposing a civil penalty against the airport operator in accordance with TSA's Enforcement Sanction Guidance Policy, such determination and imposition of a civil penalty by TSA shall be considered a significant breach of this Agreement.

(1). Minimum Violation. If the violation is the first or second violation attributed to the airport tenant and is a civil penalty "minimum violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, mitigating, compromising, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures. If the violation is a third violation, or there are multiple violations in excess of two violations, that is or are a civil penalty "minimum violation", the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(2). Moderate Violation. If the violation is the first or second violation attributed to the airport tenant and is a civil penalty "moderate violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport tenant may cause all of airport tenant's employees involved in the airport tenant's business operations on the airport property to undergo such security training as may be required by the airport operator. The total cost of the training shall be paid for by the airport tenant. If the violation is a third violation, or there are multiple violations in excess of two violations, that is or are a civil penalty "moderate violation", the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(3). Maximum Violation. If the violation is the first violation attributed to the airport tenant and is a civil penalty "maximum violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines and penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport tenant may cause all of airport tenant's employees involved in the airport tenant's business operations on the airport property to undergo such security training as may be required by the airport operator. The total cost of the training shall be paid for by the airport tenant. If the violation is a second violation, or there are multiple violations, that is or are a civil penalty "maximum violation", the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(4). Mitigation of Breach. TSA has a policy of forgoing civil penalty actions when the airport operator detects violations, promptly discloses the violations to TSA, and takes prompt corrective action to ensure that the same or similar violations do not recur. This policy is known as the TSA Voluntary Disclosure Program Policy, and is designed to encourage compliance with TSA regulations, foster secure practices, and encourage the development of internal evaluation programs. The airport tenant agrees that upon detecting a violation the airport tenant will immediately report it to the airport operator. Should the TSA ultimately determine that the violation was committed by the airport tenant, or an employee, agent, invitee, or licensee of the airport tenant, but the violation should result in the issuance of a letter of correction in lieu of a civil penalty, then the airport tenant shall reimburse the airport operator the total costs incurred by the airport operator in investigating, defending, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, mitigation, or taking of remedial action measures. A violation resulting in the issuance of a letter of correction shall not be considered to be a breach of this Agreement by the airport tenant.

(5). Survival of Sub-Section. This sub-section h shall survive the cancellation or termination of this Agreement, and shall be in full force and effect.

i. Hold Harmless; Indemnification; Defense; Release; Survival. Notwithstanding any minimum insurance requirements prescribed elsewhere in this Agreement, the airport tenant agrees to hold harmless, indemnify, defend and release the airport operator, and the airport operator's elected and appointed officers and employees, from any claims, actions, causes of action, litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any and all types of injury, including death, loss, damage, fines, penalties, or business interruption of any nature whatsoever, of or to any person or property in connection with the use of the airport property under this Agreement, regardless of causation and including criminal acts of third parties; and especially including any and all fines, penalties, out of pocket expenses, attorney's fees and costs, and costs of remediation or additional security measures required to be implemented by any governmental agency (including but not limited to the Federal Aviation Administration and the Transportation Security Administration) resulting from a violation of any federal law or federal regulation. This sub-section shall survive the cancellation or termination of this Agreement.

4. Except as set forth in paragraphs one, two and three of this Landscape Maintenance Extension Agreement, in all other respects, the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)
COMMISSIONERS
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairperson

GARDENS OF EDEN

By _____
Title President

[Signature]
[Signature]
Witnesses

This document was prepared and approved as to form by:

[Signature]
Pedro J. Mercado, Esq.
Assistant County Attorney
Florida Bar No.: 0084050
P.O. Box 1026

Key West, FL 33041-1026
(305) 292-3470

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THIS LANDSCAPE MAINTENANCE EXTENSION agreement is entered into by and between Monroe County, a political subdivision of the State of Florida, hereafter "Owner" or "County", and GARDENS OF EDEN, hereafter "Contractor".

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WHEREAS, the original agreement term ended on March 16, 2005 but the parties desire to extend the original agreement an additional 1 year, now, therefore,

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2. Paragraph 2b of the original agreement is amended to read:
 - 2b. The total compensation to be paid the Contractor during the term of this extension agreement shall not exceed \$115,024.00 during the term of this extension.
3. The following paragraph is appended to the Landscape Maintenance Extension Agreement and incorporated into the original agreement as paragraph 35.
 35. **Airport Security.**
 - a. **General.** The federal Transportation Security Administration is the federal agency primarily responsible for overseeing the security measures utilized by the airport owner pursuant to the relevant provisions of Chapter 49, United States Code, and regulations adopted under the authority of the Code, including but not limited to 49 CFR 1540, et seq. Violations of the statutes or regulations may result in severe civil monetary penalties being assessed against the airport operator. It is the intent of the airport operator that the burdens and consequences of any security violations imposed upon the airport operator as a result of actions by an airport tenant or the airport tenant's employees, agents, invitees, or licensees shall be borne by the airport tenant.
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(5). Survival of Sub-Section. This sub-section h shall survive the cancellation or termination of this Agreement, and shall be in full force and effect.

i. Hold Harmless; Indemnification; Defense; Release; Survival. Notwithstanding any minimum insurance requirements prescribed elsewhere in this Agreement, the airport tenant agrees to hold harmless, indemnify, defend and release the airport operator, and the airport operator's elected and appointed officers and employees, from any claims, actions, causes of action, litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any and all types of injury, including death, loss, damage, fines, penalties, or business interruption of any nature whatsoever, of or to any person or property in connection with the use of the airport

property under this Agreement, regardless of causation and including criminal acts of third parties; and especially including any and all fines, penalties, out of pocket expenses, attorney's fees and costs, and costs of remediation or additional security measures required to be implemented by any governmental agency (including but not limited to the Federal Aviation Administration and the Transportation Security Administration) resulting from a violation of any federal law or federal regulation. This sub-section shall survive the cancellation or termination of this Agreement.

4. Except as set forth in paragraphs one, two and three of this Landscape Maintenance Extension Agreement, in all other respects, the terms and conditions of the original agreement remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

COMMISSIONERS
ATTEST DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY
OF MONROE COUNTY, FLORIDA

By *Gamela Hancock*
Deputy Clerk

By *Miguel M. Lopez*
Mayor/Chairperson

GARDENS OF EDEN

[Signature]
Witnesses

By *Anthony M. Pina*
Title Vice-President

This document was prepared and approved as to form by:

Pedro J. Mercado
Pedro J. Mercado, Esq.
Assistant County Attorney
Florida Bar No.: 0084050
P.O. Box 1026
Key West, FL 33041-1026
(305) 292-3470

THIS AGREEMENT, made and entered into the 17th day of MARCH, 2004, by and between MONROE COUNTY, Florida, (hereinafter called "Owner" or "County") and **GARDENS OF EDEN** (hereinafter called "Contractor").

The parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. Scope of work. The work to be performed is landscaping services at Key West International Airport (KWIA). The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work described in the Specification entitled: Landscaping Services Specifications and Contractor's bid dated November 12, 2003, attached hereto as Exhibit A and incorporated as part of this contract document, or as directed by the Airport Director.

2. Contract sum. The Owner shall pay to the Contractor for the performance of the Contract, as follows:

A. The Owner shall pay the Contractor for the performance of said service on a weekly arrears basis. The Contractor shall invoice the Owner weekly for the landscape maintenance performed under the Contract Documents contained herein.

B. The total compensation to be paid the Contractor during the term of the Contract shall not exceed ~~\$112,000.00~~ during the first year.

C. Compensation to the Contractor shall be calculated, billed, and paid on the basis of \$25.00 per hour per person performing services.

3. Contractor's acceptance of conditions.

A. The Contractor hereby agrees that the site has been carefully examined and investigated to fully satisfy Contractor that the bid is correct and contains no errors, and that Contractor assumes full responsibility therefor. The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Specifications have been read and carefully considered by the Contractor, and Contractor understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.

B. Any ambiguity or uncertainty in the Specifications shall be interpreted and construed by the Owner, and Owner's decision shall be final and binding upon all parties.

C. The passing, approval, and/or acceptance of any part of the work or material by the Owner shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and Specifications covering said work. Failure on the part of the Contractor, immediately after Notice to correct workmanship shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such correction from the Contractor. Contractor is who shall in any event liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or Contractor's failure to comply strictly with this Contract and with the Specifications.

4. Term of contract/renewal. This contract shall be for a period of one (1) year, commencing on the date first above written, with two one year options exercisable at the discretion of the County.

County from any and all claim(s) and demand(s) that may be made against the County from any act or omission of the Contractor arising out of his duties and obligations under this Contract, excluding any claims or demands predicated solely on act(s) or omission(s) of the County.

6. Independent Contractor. At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Monroe County Board of County Commissioners (BOCC). No statement contained in this agreement shall be construed so as to find the Contractor or any of his/her employees, contractors, servants, or agents to be employees of the Monroe County Board of County Commissioners.

7. Assignment/Subcontract. The Contractor shall not assign or subcontract this agreement, except in writing and with the prior written approval of the BOCC, for which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed-upon price of the services of the Contractor.

8. Compliance With Law. In providing all services pursuant to this agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the Contractor. The Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

9. Insurance. Prior to execution of this agreement, the Contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated on the attached Exhibit B which is attached hereto and incorporated as part of this contract document.

10. Funding availability. Notwithstanding anything contained elsewhere in this contract, if funds for KWIA services are partially reduced by the BOCC or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this contract may then be terminated immediately at the option of the BOCC by written notice of termination delivered in person or by mail to the Contractor. The BOCC shall not be obligated to pay for any services provided by the Contractor after the Contractor has received written notice of termination.

11. Professional Responsibility. The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. The Contractor shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Board is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of Contractor.

12. Notice requirement. Any notice required or permitted under this contract shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, return receipt requested, to the following:

COUNTY
Peter Horton
KWIA Airport Director
3491 S. Roosevelt Blvd.
Key West, FL 33040

CONTRACTOR
Gardens of Eden
92 Bay Drive
Key West, FL 33040

13. **Cancellation.** The County may cancel this contract for cause with seven (7) days notice to the Contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract. Either of the parties hereto may cancel this contract without cause by giving the other party sixty (60) days written notice of its intention to do so.

14. **Records.** Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement.

15. **Governing Law, Venue, Interpretation, Costs, and Fees:**

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

B. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

C. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

16. **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

17. **Attorney's Fees and Costs.** The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by either party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

18. **Binding Effect.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

19. **Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

20. **Adjudication of Disputes or Disagreements.** County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the

...and other session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

21. Nondiscrimination.

A. County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination.

B. These include but are not limited to:

1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin. 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex. 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps. 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age. 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse. 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism. 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing. 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability. 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

22. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

23. Covenant of No Interest. County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

24. Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

25. No Solicitation/Payment. The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting

Contractor agrees that the County shall have the right to terminate this Agreement, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee. Commission, percentage, gift, or consideration.

26. Public Access. The County and Contractor shall allow and permit reasonable access and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

27. Non-Waiver of Immunity. The provisions of Sec. 286.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

28. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

29. Legal Obligations and Responsibilities. Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida Constitution, state statute, and case law.

30. Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

31. Attestations. Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

32. No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

33. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute the entire Agreement.

constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

34. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By

[Signature]
Deputy Clerk

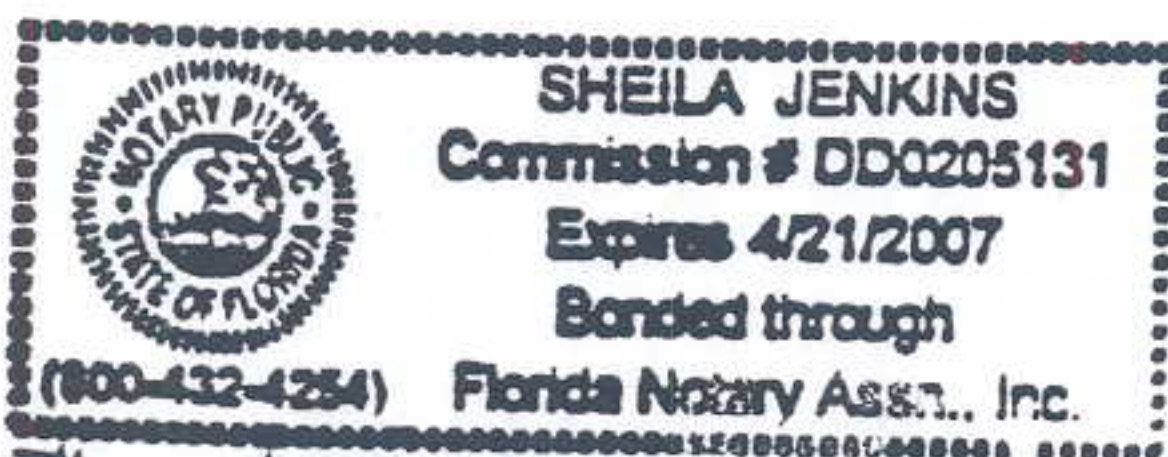
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By

[Signature]
Mayor/Chairperson

(SEAL)

ATTEST:



By

Title

[Signature]

GARDENS OF EDEN

By

Title

[Signature]

jairKWIAlandscape

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:

[Signature]
ROBERT N. WOLFE

CHIEF ASSISTANT COUNTY ATTORNEY

Date

2-5-04

EXHIBIT 'A'

ay Drive
West, FL 33040



(305) 745-3677 ph/fax * (305) 304-7855 cell

Bid/Key West International Airport
S. Roosevelt Blvd.
West, FL 33040

November 12, 20

Whom It May Concern:

We first take this opportunity to thank you for the privilege of bidding for your contract for the property maintenance at Key West International Airport. Gardens of would be more than happy to accommodate any and all of your needs per your contract as follows for:

- The Terminal Area
- The ARFF Building
- The Parking Lots
- The Access Roads
- The Runway/Taxiway/Aircraft Ramp Areas

Following as described would apply to the above-mentioned areas with man-hours printed and executed according to season conditions and maintenance need. Approximately 40 man-hours per week, 5 days per week, would be an average for the season, with a higher, varying amount of man-hours required to maintain proper specifications in the rainy season. Total contract amount will be billed by Gardens of in weekly man-hours and paid weekly by EYW as billed.

Terminal Area, ARFF Building, Parking Lot Areas

- Pick up trash & debris throughout all parking lot areas on a daily basis.
- Empty refuse containers as required.
- Mow and trim all grass areas as needed.
- Water potted plants as required.
- Fertilize plants, pots, shrubs, and grass as needed.
- Trim palm trees to assure that fronds do not interfere with traffic.
- Trim & shape shrubbery as needed.



(305) 745-3677 ph/fax * (305) 304-7855 cell

ss Roads

- Pick up trash & debris along the roadside daily.
- Trim palm trees to insure that fronds do not interfere with traffic.
- Trim & shape shrubbery.
- Mow and trim all grass areas as needed.
- After mowing & trimming, remove all debris & blow area clean.
- Trim trees for safety prior to the start of hurricane season.

way & Taxiway Areas

- As needed: Mow & trim grass areas between aircraft parking ramps and taxi to assure that all taxiway lights are clear of grass and are visible.
- As needed: Mow & trim grass areas between the taxiway and the runway to assure that all lights are clear of grass & are visible.

ernment Road/Bunker Area & Fence Perimeter

- Mow & trim Bunker area, fence perimeter, and on Airport property along Government Road as needed.

plies & Equipment

- Gardens of Eden will provide their own supplies, equipment & materials.

urance Requirements

- \$100.000 Workman's Compensation
- \$300.000 General Liability
- \$100.000 Vehicle Liability

Gardens of Eden
92 Bay Drive
Key West, FL 33040



(305) 745-3677 ph/fax * (305) 304-7855 cell

Employees & Subcontractors

- All employees of Gardens of Eden will have & pass an airport background investigation, including a FBI fingerprint examination. There will be no employees of Gardens of Eden working on EYW property who is not of legal immigration status with the proper documentation to prove this.

Contract Term

- This contract between Gardens of Eden & Key West International Airport will be for one year, with (3) three one year options to renew upon mutual agreement.

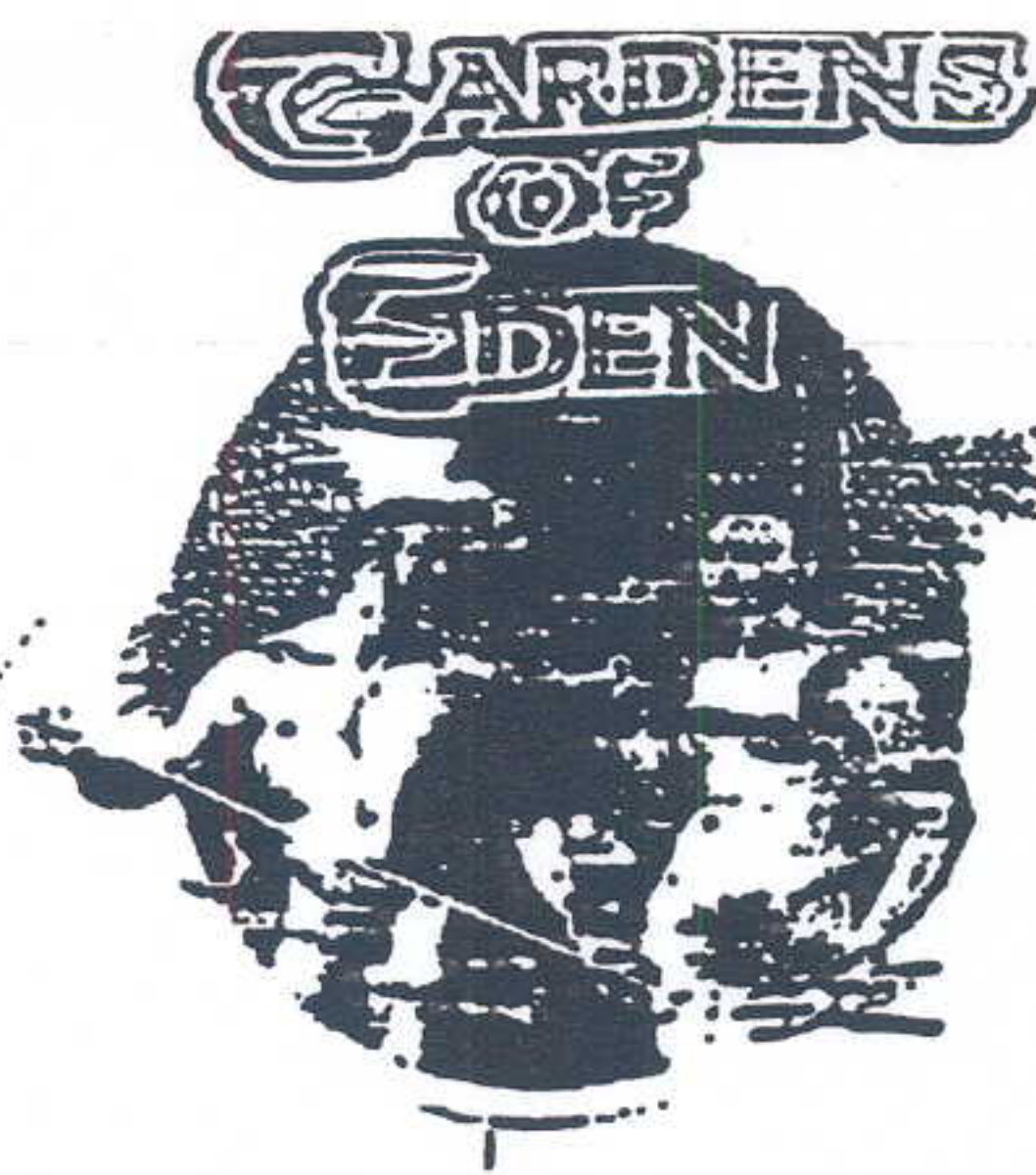
Please let me take this opportunity to say that it has truly been our pleasure working with everyone here at EYW. We have truly appreciated the opportunity to serve you through the years. We look forward to continuing to serve you with our high standards of property maintenance for many more years to come.

If you should have any problems or questions at all, please feel free to call me at any of the above captioned numbers and I will be happy to assist you in any way that I can.

Sincerely,

Siree Bona
Gardens of Eden

Gardens of Eden
92 Bay Drive
Key West, FL 33040



(305) 745-3677 ph/fax * (305) 304-7855 cell

Total Proposed Cost For Annual Maintenance Contract at EYW:
4,480 hrs. @ 25.00 per hr.\$112,000.00

_____ Proposal accepted as is.

_____ We would like to amend proposal.

Signature: _____ Date: _____

materials mentioned in the above proposal are to be included in contract.
y extra costs are expressly noted and agreed upon by signature of this contract by Key West International Airport.
ase send any amendment to this proposal on separate sheet to be approved by Gardens of Eden.
ase sign. copy for your records. & return original signed proposal to Gardens of Eden.

undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

GARDEN'S OF EDEN
(Name of Business)

publish a statement notifying employees that the unlawful manufacture, distribution, sale, use, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.

inform employees about the dangers of drug abuse in the workplace, the business's policy on maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

Under the statement specified in subsection (1), notify the employees that, as a condition of employment on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any contract or law of the United States or any state, for a violation occurring in the workplace within five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The person authorized to sign the statement, I certify that this firm complies fully with the requirements.

Signature → Debra A. Bona
Bidder's Signature
Date 11-18-03

ETHICS CLAUSE

Desiree Bona warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Sign → Desiree Bona
(signature)
Date: 11-18-03

STATE OF Florida
COUNTY OF Monroe

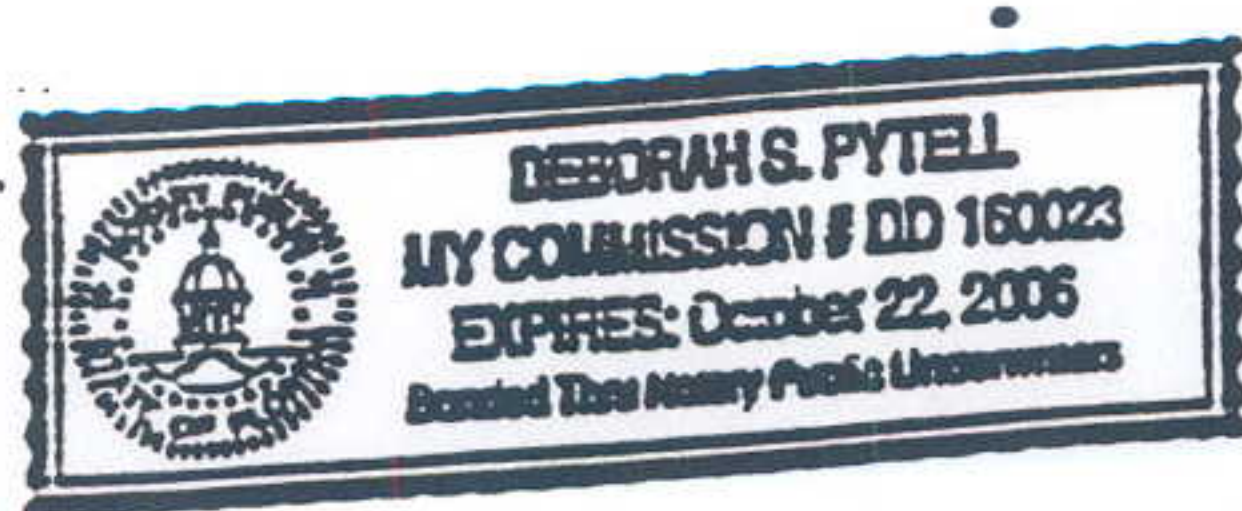
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Desiree Bona who, after first being sworn by me, affixed his/her

signature (name of individual signing) in the space provided above on this 18th day of November, 2003.

Deborah S. Pytell

NOTARY PUBLIC
My commission expires:



...person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded a contract to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

EXHIBIT 'B'

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

**\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage**

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL1

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 50,000 per Person

\$100,000 per Occurrence

\$ 25,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC1

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
The Fullers, Inc 432 Kennedy Drive Key West FL 33040 Phone: 305-294-6677 Fax: 305-292-4641		INSURERS AFFORDING COVERAGE	
INSURED		NAIC #	
Desiree Bona		INSURER A: Progressive Commercial Div	
Gardens Of Eden of the Fl Keys		INSURER B:	
Inc.		INSURER C:	
92 Bay Drive		INSURER D:	
Key West FL 33040		INSURER E:	

COVERAGES		POLICY EFFECTIVE DATE (MM/DD/YY)		POLICY EXPIRATION DATE (MM/DD/YY)		LIMITS	
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
SR ADD'L TR INSRD	TYPE OF INSURANCE	POLICY NUMBER					
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	8045423-0	05/19/05	05/19/06		COMBINED SINGLE LIMIT (Ea accident) \$ 300000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below					WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
	OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Certificate holder is an Additional Insured		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
CERTIFICATE HOLDER MONBOCC Monroe County BOCC Risk Management 1100 Simonton St. Key West FL 33040		AUTHORIZED REPRESENTATIVE Norman Fuller	

ACORD TM CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YY) 01/21/06	
PRODUCER REGAN INSURANCE AGENCY INC - TAVERNIER 90144 OVERSEAS HWY TAVERNIER, FL 33070 (305) 852-3234			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Gardens of Eden of the Fl Keys Inc 92 Bay Drive Key West, FL 33040			INSURERS AFFORDING COVERAGE INSURER A: American Vehicle Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:			
COVERAGE						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL0511030009	11/22/2005	11/22/2006	EACH OCCURENCE	\$ 1000,000
	FIRE DAMAGE(Any one fire)				\$ 100,000	
	MBD EXP(Any one person)				\$ 5,000	
	PERSONAL AND ADV INJURY				\$ 1000,000	
	GENERAL AGGREGATE				\$ 2000,000	
	PRODUCTS - COMP/OP AGG				\$ 2000,000	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (ea accident)	\$	
				BODILY INJURY (Per person)	\$	
				BODILY INJURY (Per accident)	\$	
				PROPERTY DAMAGE (Per accident)	\$	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
				OTHER THAN AUTO ONLY: EA ACC	\$	
				AUTO ONLY: AGG	\$	
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURANCE	\$	
				AGGREGATE	\$	
					\$	
					\$	
					\$	
WORKERS COMPENSATION AND EMPLOYERS LIABILITY					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
OTHER						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Lawn & Garden Maintenance						
CERTIFICATE HOLDER		<input checked="" type="checkbox"/>	ADDITIONAL INSURED:INSURED LETTER: A		CANCELLATION	
Monroe County Board of County Commissioners, Key West International				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

2491 S Roosevelt BV
Key West, FL 33040
Faxed to:

A handwritten signature in black ink, appearing to read "Key West" followed by a stylized flourish.

ACORD 26-S (7/97)

ACORD CORPORATION 1988

PRODUCER

The Fullers, Inc
1432 Kennedy Drive
Key West FL 33040
Phone: 305-294-6677 Fax: 305-292-4641

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Desiree Bona
Gardens Of Eden of the Fl Keys
Inc.
92 Bay Drive
Key West FL 33040

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Progressive Commercial Div

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	8045423-0	05/19/05	05/19/06	COMBINED SINGLE LIMIT (Ea accident) \$ 300000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is an Additional Insured

CERTIFICATE HOLDER

Monroe County BOCC
Risk Management
1100 Simonton St.
Key West FL 33040

MONBOCC

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Norman Fuller